

LENOX PUBLIC SCHOOLS

Dr. Edward W. Costa II, Superintendent of Schools
Henry C. Maimin, Director of Business Services
Cynthia F. Dinan, Director of Student Services



October 7, 2011

CC: 02-06

Received & Inspected

Mr. Julius Genachowski, Chairman
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

OCT 14 2011

FCC Mail Room

Re: ⁰⁶ Docket No 02-02; Appeal of SLD / USAC Determination [see enclosed]

Dear Chariman Genachowski:

I read with great interest the text of your address entitled "Connecting America: A Plan to Reform and Modernize the Universal Service Fund and Intercarrier Compensation System, and wanted to congratulate you and the staff of the FCC for recognizing the importance of broadband connections in rural areas of the United States. While in our area we do have limited DSL and cable modem connectivity, we are eagerly awaiting the introduction of fiber optic connections, which may in fact come to fruition via our cable provider, Time Warner, in the relatively near future.

The purpose of this letter is not only to support your initiative, but to request your assistance in allowing the Lenox Public Schools to obtain E-rate funding in the current year for the fiber connections that Time Warner is ready to install. As you will note from the enclosed, we had requested funding of this fiber optic connection in a timely manner under the FY 11-12 E-rate program, but our request was denied because at the time of submittal in April 2011 we did not have a signed contract with Time Warner; Time Warner was just beginning to introduce fiber in our area and it was not clear whether or not we would be able to utilize fiber on our own or as part of a consortium of regional schools.

In late August we learned that the consortium would not be able to continue its efforts, and we then promptly obtained a signed agreement with Time Warner that allows us to install and utilize fiber if we can obtain the forty (40%) percent discount available through the E-Rate program. It is quite certain that we cannot afford to proceed without E-Rate assistance.

We are therefore requesting that the FCC overturn the denial of our request and allow the E-rate funding for the fiber connection, to begin effective the date the denial is overturned. In this manner we would then be able to move forward and provide our students with the benefit of fiber optic internet connections.

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LIB ARCODE

Again, thank you for your interest in expanding fiber optic connectivity to rural areas such as ours. We thank you in advance for whatever assistance you are able to provide in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry C. Maimin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Henry C. Maimin
Director of Business Services

Cc: Dr. Edward W. Costa II
Superintendent

Received & Inspected

OCT 14 2011

FCC Mail Room

August 18, 2011

FCC
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: Docket No 02-02; Appeal of SLD / USAC Determination [see enclosed]

Gentlemen:

We hereby appeal from the determination of the USAC in which our request for E-Rate funding for internet connections via fiber was denied.

The denial was based upon the fact that at the time of submittal [April 2011] we did not possess a signed contract with Time Warner Cable Information Services. Time Warner was just beginning to introduce fiber in our area and it was not clear whether or not we would be able to utilize fiber on our own or as part of a consortium of regional schools.

We have just learned that we need to move forward as an individual school district and would very much like to provide our students with the benefits of fiber optic internet access. We have concluded a contractual arrangement with Time Warner that allows us to install and utilize fiber if we can obtain the forty (40%) percent discount available through the E-Rate program. It is almost certain that we cannot afford to proceed without E-Rate assistance.

We therefore request that the denial of our application be reversed and that our application for E-Rate funding be approved so that we can move forward to provide our students with 21st century technology.

Sincerely,

Edward W. Costa II
Superintendent



Universal Service Administrative Company

Schools and Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2011: 07/01/2011 - 06/30/2012)

June 23, 2011

Henry Maimin
LENOX PUBLIC SCHOOL DISTRICT
TOWN HALL
LENOX, MA 01240

Re: Form 471 Application Number: 797913
Billed Entity Number (BEN): 120117
Billed Entity FCC RN: 0012775847
Applicant's Form Identifier: INTERNET B FY 12

Thank you for your Funding Year 2011 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$14,400.00 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 797913 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2011," AND
 - The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company



Service Agreement

This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Inc.

Street: 118 Johnson Rd

City: Portland

State: ME

Zip Code: 04102

Contact: Stephen Burns

Telephone: ext:

Facsimile: 207-253-2536

Customer Information

Customer Name (Exact Legal Name):

The Lenox Memorial Middle and High School

Federal ID No:

*****1198

Billing Address:

6 Walker Street

Suite:

City:

Lenox

State:

MA

Zip Code:

01240

Billing Contact Name:

Henry Maimin

Phone:

(413) 637-5550

E-mail:

hmainin@lenoxps.org

Authorized Contact Name:

Mike Jackson

Phone:

413.637.5560

E-mail:

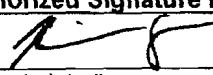
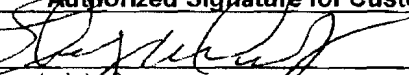
mjackson@lenoxps.org

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document. *As Per the "Special Terms" section printed in this contract.*

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Inc.	Authorized Signature for Customer
By: 	By: 
Name (printed): <i>KEVIN EGAN</i>	Name (printed): <i>Dr. Edward W. Costa</i>
Title: <i>Governor + Education, TWC</i>	Title: <i>Superintendent of Schools</i>
Date: <i>8/19/2011</i>	Date: <i>8/17/11</i>



Business Class Customer Service Order

Account Executive: Stephen Burns
Phone: ext:
Cell Phone:
Fax: 207-253-2536
Email: stephen.burns@twcable.com

Business Name	The Lenox Memorial Middle and High School	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****1198	Federal/State/Local	046001198
Billing Address	Account Number	
6 Walker Street Lenox MA 01240		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Henry Maimin	(413) 637-5550	hmaimin@lenoxps.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Mike Jackson	413.637.5560	mjackson@lenoxps.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Mike Jackson	(413) 637-5560	mjackson@lenoxps.org

Internet and Video Order Information For 197 East St Lenox MA 01240	
Service Type	Customer Requested Due Date
IPs (Internet Addresses)	

Internet and Video Order Information For 129 West St Lenox MA 01240	
Service Type	Customer Requested Due Date
IPs (Internet Addresses)	

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For				
Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
Host	129 West St Lenox, MA 01240	Host	10 mb/s	
Host	197 East St Lenox, MA 01240	Host	10 mb/s	



Monthly Recurring Charge At 129 West St Lenox MA 01240

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
13 Static IP	1	\$35.00	\$35.00	36 Months
Dedicated Access - ISP 10Mb/s (3 Year)	1	\$950.00	\$950.00	36 Months
*Total			\$ 985.00	
*Prices do not include taxes and fees.				

Monthly Recurring Charge At 197 East St Lenox MA 01240

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Access - ISP 10Mb/s (3 Year)	1	\$950.00	\$950.00	36 Months
13 Static IP	1	\$35.00	\$35.00	36 Months
*Total			\$ 985.00	
*Prices do not include taxes and fees.				

One Time Charge At 129 West St Lenox MA 01240

Description	Quantity	Sales Price	Total
Dedicated Access Installation Fee	1	\$500.00	\$500.00
Total			\$ 500.00
*Prices do not include taxes and fees.			

One Time Charge At 197 East St Lenox MA 01240

Description	Quantity	Sales Price	Total
Dedicated Access Installation Fee	1	\$500.00	\$500.00
Total			\$ 500.00
*Prices do not include taxes and fees.			

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

*(7/9) * THIS CONTRACT IS SUBJECT TO ERATE FUNDING. LENOX AGREES TO NOTIFY TWC WITHIN 30 DAYS OF ERATE NOTIFICATION.*

The term of this Agreement, and the order hereunder, shall be 36 months. In the event that during this period, (a) TWC and the Southern Berkshire Educational Collaborative (SBEC) enter into a network agreement covering the services provided hereunder in the locations covered hereunder (the "SBEC Agreement"), and (b) Lenox Public Schools agrees in writing to order services pursuant to the SBEC Agreement for one or more locations covered by this agreement, and (c) the term for which Lenox Public Schools commits to order services to such locations pursuant to the SBEC Agreement is at least as long as the then-remaining portion of the 36-month term hereunder, then Lenox Public Schools shall have the right to cancel the corresponding services ordered for the applicable locations under this Agreement.

TIME WARNER Cable's construction will begin when written notification is received of approved funding.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

(Signature)
Authorized Signature for Time Warner Cable

KEVIN EGAN - Director, Government & Education
Printed Name and Title

8/17/2011
Date Signed

(Signature)
Authorized Signature for Customer

Dr. Edward W. Costa
Printed Name and Title

8/17/11
Date Signed



You first. The technology follows.™

Intrastate Tax Authorization Form

Customer name: The Lenox Memorial Middle :

In order to determine how to treat the Ethernet Solutions services we provide to you for taxation and fee assessment purposes, we ask that you please check one of the boxes below as appropriate.

- ☐ The traffic carried by Time Warner Cable in its provision of Ethernet Solutions services to customer The Lenox Memorial Middle is at least 10% interstate in nature and, therefore, may be classified under FCC rules as jurisdictionally interstate.
- ☒ The traffic carried by Time Warner Cable in its provision of Ethernet Solutions services to customer The Lenox Memorial Middle is intrastate in nature and does not contain traffic that is at least 10% interstate.

Customer signature:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, written over a horizontal line.